



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

administrator against all claims for moneys paid pursuant thereto, though it should prove that the decree was erroneous, and the money paid to a party not entitled."

And it would be a hard case, indeed, if an administrator, acting in perfect good faith, and in obedience to the order of the court from which he received his appointment, should not be protected against the consequences of his obedience to its decrees.

We are of opinion that the decree of the circuit court should be reversed, and this court will enter such decree as that court should have entered.

Reversed.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

GRUBB BROS. *v.* MOORE, CLEMENS & CO.

March 12, 1908.

[60 S. E. 757.]

Specific Performance—Effect of Default of Plaintiff.—Under a sale of an insurance agency in consideration that purchasers advance to sellers a specified amount of money, the same to be repaid by crediting thereon 15 per cent. of the first renewal premiums on policies issued by sellers, and if such 15 per cent. should be insufficient to discharge the loan then sellers to pay the balance and binding purchasers to use reasonable diligence to secure the renewals, unwillingness by purchasers to incur the usual labor and expense incident to the renewal of such policies, and refusal to pay the commissions to which solicitors of insurance, who were subagents of sellers at the time of the sale, were entitled in having the policies renewed, which refusal resulted in such policies being renewed in other companies and the loss of the 15 per cent. of such renewal premiums by sellers, was such a default by purchasers as went to its essence, and the purchasers were not entitled to have it specifically enforced, nor to a decree restraining sellers from again engaging in the insurance business in violation of their promise in the contract not to do so.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 44, Specific Performance, §§ 299-304.]